

MEMORANDUM OF UNDERSTANDING (MOU)  
DE-GM08-99NV13638  
BETWEEN  
DEPARTMENT OF DEFENSE (DOD)- SPECIAL PROJECTS/PROJECT 300  
AND  
DEPARTMENT OF ENERGY (DOE), NEVADA OPERATIONS OFFICE (NV)

1. Purpose. This MOU sets forth the responsibilities of the Department of Defense (DOD)-- Special Projects/Project 300 and DOE/NV regarding the use of facilities and areas at the Nevada Test Site (NTS) by Project 300. Therefore, based on past agreements Project 300 requests recurrent access to and use of specific facilities, areas, and services located at the NTS in support of pre-arranged training activities. This MOU is to ensure that Project 300 has the continued availability of the facilities and areas that are required to support their long range training needs. This MOU is a nonlegal binding document that contains cooperative working arrangements. For the purpose of this MOU, DOE/NV is designate as the Servicing Agency.

2. REFERENCE. This agreement is in accordance with the provisions of section 601 of the Economy Act of June 30,1932 (31 USC 1535)

3. SCOPE. This memorandum outlines the supplies and services to be provided, on a reimbursable basis, by the Servicing Agency in support of Project 300 operations. This agreement does not constitute a commitment by either agency to provide any support except in those instances mutually agreed to by both parties.

4. GENERAL. This MOU delineates Project 300 and DOE/NV roles, responsibilities, and applicable levels of assistance needed to support the annual use of specified target sites, facilities, areas, and services at the NTS by Project 300. This MOU is applicable only to Project 300, DOE/NV, and the assigned components and subordinate organizations. It designates Project 300 as the primary and sole user and the responsible agency to fund Base Operations (BASOPS) costs necessary to ensure the continued readiness of, and reserving the requested target sites and facilities and services. Also, all facilities/areas supported by Project 300 BASOPS funding have been identified through the DOE/NV Contractor as the POC on the NTS Facility Use Permit.

a. The facilities and areas, of which Project 300 is the primary and sole user, are based on previous agreements with DOE/NV and are as follows:

- 1) Engine Test Stand #1 facilities
- 2) Calico Hills Demolition Range
- 3) Area 18 Pahute Airstrip/facilities
- 4) Shared use of the Area 25 Fire Station (Bldg. 3153)
- 5) The 25-TOO128 fenced Compound
- 6) Bren Tower Ammunition Bunker
- 7) Area 25 Reactor Control Point (RCP) buildings 3101, 3103, 3104, 3108, 3123, 3127, 3129; and the Area 25 RPC heliport site.

- b. In addition to the facilities and areas listed above, and based on the nature of actual training events, Project 300 may request permission to access and utilize additional facilities and areas at the NTS. and, may not necessarily be limited to the following:

- 1) Area 16 (Tippipah Springs area)
- 2) Fortymile Canyon (Areas 25, 29, and 30)
- 3) Areas between Cane Springs and the road (Area 5)
- 4) Cat Canyon training facility (Area 18)
- 5) The valley leading to Shoshone Peak
- 6) Associated roadways within these areas.

The cyclic use of such NTS facilities and areas, for the purpose of conducting land navigation and other events, will be coordinated on an as needed basis. Such periodic use will be coordinated through the DOE/NV SOD Project Manager as the POC. The costs, if any, resulting from the use of such facilities and areas will be funded by the Project 300 Logistics POC using a training account separate from the BASOPS account.

## 5. RESPONSIBILITIES.

- a. Project 300 Logistics/Security/Operations POC's will:

- 1) Ensure use of the NTS by Project 300 and components conforms to all the stipulations contained within this document.
- 2) Coordinate the necessary funding required for BASOPS and exercise activities conducted at NTS facilities and areas.
- 3) Schedule use of NTS facilities and areas with the DOE/NV SOD Project Manager as soon as possible (but not less than thirty days prior to expected use) to ensure appropriate schedule coordination. Priority determination and coordination for facilities and area usage rests with the DOE/NV SOD Project Manager. Prior to each scheduled usage, the Project 300 Logistics POC will provide the DOE/NV SOD Project Manager with a detailed Statement of Work (SOW) listing the desired support and services, including a plan that identifies the areas to be utilized for the specified upcoming activity.
- 4) Ensure compliance with all NTS security rules and regulations. At least a minimum of seven days prior to arrival at the NTS, coordinate the names of all units/personnel requesting entrance into the NTS with the DOE/NV SOD Project Manager, including special permit requests. At least six weeks advance notice is to be provided DOE/NV for non-US citizens. Requests for badging and any other special security arrangements are to be processed through DOE/NV security POC.

- 5) Provide the name of the Project 300 Officer-In-Charge (OIC), the POC for public affairs, and the POC for each exercise to the DOE/NV SOD Project Manager prior to the execution of planned activities.
- 6) Coordinate, with the DOE/NV SOD Project Manager, all activity/operations schedules prior to conducting activities allowing time for the coordination of the desired use of NTS facilities and areas with DOE/NV organizations and DOE/NV Maintenance and Operations (M&O) Contractor personnel.
- 7) Follow all applicable DOE, DOE/NV, state of Nevada, Federal Environmental, Safety and Health requirements, as well as, NTS facility use guidelines. All requests for exceptions to DOE policy will be submitted to the DOE/NV SOD Project Manager for submission and consideration by the DOE/NV Manager.
- 8) Ensure all air operations schedules are coordinated through the DOE/NV SOD Project Manager for Project 300.
- 9) Ensure that all operations at target sites and facilities meet with NTS fire protection guidelines, and that all activities are conducted to minimize the potential for starting brush fires. The cost of fighting a major brush fire resulting from use of a target site will be borne by Project 300.
- 10) Coordinate the detonation and/or clearing of unexploded ordnance/bombs through the DOE/NV SOD Project Manager.
- 11) Ensure areas used for live fire training are cleared of non-participating personnel prior to beginning activities.
- 12) Prior to any activity, coordinate Project 300 radio frequencies through the DOE/NV M&O Contractor Project Manager. Request additional NTS radios, if needed. The NTS radios will be set on DOE/NV frequencies and used for coordinating infrequent administrative matters or emergencies with DOE/NV. Users will become familiar with DOE/NV net practices when using these radios to avoid compromising the fact that non-DOE personnel are on the net.
- 13) Upon completion of target site activities, restore the site to pre-activity conditions that is acceptable and meets with specified DOE/NV clean-up criteria.
- 14) Ensure that assigned or occupied facilities and/or areas used during operational activities are returned to their pre-activity condition. Project 300 will be responsible for any costs incurred for cleanup.

b. Servicing Agency will:

- 1) Coordinate with the DOE/NV M&O Contractor Project Manager, the preparation of a detailed cost estimate for requested support supplies/services. All cost estimates will include the 3% Federal Administrative Charge effective 1 October 1998 as established by Congress. The DOE/NV SOD Project Manager will submit the validated cost estimate to the Project 300 Logistics POC at least 60 days prior to the schedules start of the training activities. All work for activities specified in the SOW will commence once the Military Interdepartmental Purchase Request (MIPR) has been accepted by the DOE/NV Financial Services Division.
- 2) Provide, on a reimbursable basis, BASOPS support services as designated in the annual SOW. Services will include electrical power, potable water and plumbing, heating and air conditioning, pest control, trash removal, administrative telephone service, NTS radios; contracting/local purchase support; fire and safety support; transportation maintenance services; and any other services identified as necessary and agreed to by both parties on a case by case basis.
- 3) Provide, on a reimbursable basis, services for the purpose of supporting pre-arranged operations and/or exercise activities. These services may include, but may not necessarily be limited to the following items: storage facilities necessary for supplies and equipment; electrical power generator(s); use of emergency medical facilities, when requested; designated disposal areas for proper disposal of hazardous waste materials (to be separated and disposed of appropriately by Project 300); and technical support related to radioactive hazards, as requested. Additional service requests may occur on a short term basis and will be coordinated as agreed to by both parties.
- 4) Coordinate and assist Project 300 Logistic personnel in the acquisition of operable vehicles for the purpose of meeting training requirements.
- 5) Coordinate assistance from the DOE/NV M&O Contractor to include: acquisition of equipment; replacements for expended property; and items from salvage and scrap yards. Property drawn from the excess/disposal yard will be designated and utilized as target material by Project 300.
- 6) Immediately notify Project 300 of all requests for review/audit of Project 300 files and financial accounting records.
- 7) Provide the Project 300 Logistic POC with a validated cost report that accompanies the monthly DOE/NV Financial Services Division billing for reimbursement of services provided by the DOE/NV M&O Contractor.
- 8) Coordinate with Project 300 Logistics personnel any queries by other organizations desiring to use BASOPS funded facilities and/or areas for short term.

## 5. PROGRAM FUNDING:

- a. This MOU shall not be used to obligate, commit funds, or as the basis for the transfer of funds.
- b. Goods or services that DOE provides to other federal agencies and nonfederal organizations will be invoiced on an actual cost basis consistent with the requirements of the Economy Act, 31 U. S. C. 1535, and DOE policy. Such costs include the allowable costs incurred by DOE cost-type contractors who are utilized to provide these goods or services. The estimated cost of the work and the actual cost billings during the period of performance will not include any contingencies for unanticipated costs or reflect costs which cannot be determined prior to the normal completion of the work. Such costs may include, but are not limited to, worker's compensation claims or litigation expenses arising after the period of performance. It is agreed and understood that any such allowable costs incurred as a result of this agreement remain the obligation and responsibility of the sponsoring organization since DOE is prohibited from using DOE appropriate funds to pay the cost of non-DOE work.
- c. The DOE/NV Chief Financial Officer will provide Project 300 a formal acceptance of the BASOPS and Exercise Military Interdepartmental Purchase Request (MIPR). Approval of this MOU does not constitute waiver of the full funding requirement. BASOPS is considered a non-severable activity. Transitional funding is required across fiscal years for all non-severable activity. However, individual tasks shall be fully funded at their estimated costs. Only the Project 300 designated POCs will coordinate any request for services through the DOE/NV SOD Project Manager. Project 300 will provide funding for BASOPS and each exercise via a separate MIPR.
- d. Services provided to Project 300 through the DOE/NV M&O Contractor will be identified by separate work order numbers for BASOPS costs and exercise training activities that may include, but may not be limited to the following:
  - 1) The BASOPS work order charges:
    - a) Building Maintenance
    - b) Electricity
    - c) Water Well Prorate
    - d) Communications (Permanent Telephones )
    - e) Vehicle/Equipment Maintenance
    - f) Aviation Refueler Maintenance

- g) Compound Roads/Grounds Maintenance
- h) Pahute Mesa Airstrip Trailers
- I) Non-routine maintenance repairs
- 2) Exercise activities work order charges:
  - a) Target Materials
  - b) NTS Equipment/Vehicle Rentals
  - c) NTS Communications (Radios/Pagers/telephone --Temporary)
  - d) Commercial Purchases (JIT)
  - f) Commercial Rentals
  - g). Shipments/Transportation Services
  - h) Janitorial Services
- e. Contingency requirements of Project 300 may preclude the capability to accurately define funding requirements. It is agreed that, in no case, shall DOE funds be used to finance reimbursable work performed for Project 300 or shall advanced funding be less than amounts necessary to provide for an orderly phase-down and termination of the reimbursable agreement. The DOE/NV SOD Project Manager will advise Project 300 whenever available funding is determined to be insufficient to complete an agreed upon task. In those circumstances Project 300 will provide additional funding or a stop work order as expeditiously as possible. Project 300 will issue valid reimbursable agreements to DOE/NV at least 90 days before a scheduled operation/exercise or upon receipt of the NTS cost estimate for the event.
- f. The DOE/NV M&O Contractor will perform work for Project 300 on a full cost recovery basis.
- g. Costs for DOE environmental support necessitated by a failure on the part of Project 300 to properly return any area to its original pre-occupation state will be borne by Project 300.
- h. DOE/NV will provide, on a monthly basis, billings to Project 300 for each reimbursable agreement. The report will contain, at a minimum: the MIPR control numbers; fiscal year obligations; a detailed break down of the previous months charges; total costs for the month; total costs year-to-date; remaining funds; and summary billing information.

- i. Additionally, a final billing for each training event (less BASOPS) will be provided by DOE/NV to Project 300 within 90 days after closeout of each training event account. Reports will be in the same format as the monthly reports.

6. USE OF PROJECT 300 FUNDED FACILITIES BY OTHER AGENCIES/ORGANIZATIONS:

- a. The provisions of this MOU are not intended to preclude other agencies/organizations from utilizing NTS facilities for which Project 300 funds BASOPS support. It is however, recognized that, since Project 300 provides the only funding for maintaining the facilities described in Section 4. a. of this document, they are considered to be the primary and sole users. Any requested use of these facilities/areas by DOE, DOE/NV contractor, and/or other outside organizations shall first be coordinated and agreed to by Project 300 personnel, especially if the requests will have an impact on Project 300's routinely scheduled training activities. Such requests shall be coordinated through the DOE/NV Project Manager. It is therefore, mutually agreed that the Project 300 BASOPS relationship with NTS does establish primacy for use in order to ensure that Project 300 activities are not disrupted by other user organizations.
- b. Project 300 and DOE/NV assumes no financial obligations as a result of the use of BASOPS funded facilities by other approved organizations. Any and all funding requirements that result from such use will be coordinated directly between DOE/NV SOD Project Manager and the requesting agency/organization. Under no circumstances will Project 300 BASOPS or training accounts be utilized to defray the costs of such outside activities.
- c. DOE/NV also agrees to inform Project 300 of the anticipated arrival/departure date of the requesting agency/organization. In order to protect equities, Project 300 reserves the right to be present upon arrival and departure, of such agency/organizations, from any BASOPS funded facilities. Any damages to or theft from BASOPS funded facilities will be the financial responsibility of the requesting agency/organization.
- d. The requesting agency/organization using these facilities will be responsible for mitigating the associated cost of using the facilities, such as; power, facility maintenance, and water. DOE/NV agrees to credit the Project 300 BASOPS account with any such amounts. The requesting agencies/organizations will be charged the applicable costs consistent with their usage.
- e. The requesting agency/organization shall be responsible for mitigating any regulatory violations of established DOE and other federal ES&H guidelines during their occupancy of Project 300 funded facilities. Project 300 shall not be held responsible for adverse conditions caused by said organization

7. ENVIRONMENTAL SECTION:

- a. Compliance with; the Resource Conservation and Recovery Act; Endangered Species Act (ESA); National Historic Preservation Act (NHPA); Clean Air Act; Clean Water Act; Comprehensive Environmental Response, Compensation and Liability Act; and other federal/state environmental regulations or laws is the responsibility of Project 300.
- b. Project 300 shall be responsible for meeting the state of Nevada requirements for the Area 25 Reactor Control Point sewage lagoon operations which includes providing monitoring analysis at the close of each activity.
- c. DOE/NV will include a review of Project 300's activities to assure DOE compliance within NTS site-wide NEPA documents, biological assessments for ESA, and programmatic agreements. If the scope of the program changes in a manner which requires a reevaluation of the current NEPA document, DOE/NV will serve as the lead agency, and Project 300 will serve as the cooperating agency in accordance with Council of Environmental Quality Regulations.
- d. Project 300 will ensure that the desert tortoise training requirements are followed by Project 300 personnel and visitors.
- e. Project 300 will forward information to DOE/NV required under the Emergency Planning and Community Right-to-Know-Act, the state's Chemical Catastrophe Prevention Act, and Executive Order 12856.
- f. No burning of fires of any kind will be allowed without prior approval from DOE/NV, and if approved, burning activities will follow all air permit requirements.
- g. Project 300 will be responsible for reimbursing DOE/NV all costs related to environmental violations issued by the Environmental Protection Agency and/or the state of Nevada as a result of operational activities at the NTS.

8. PUBLIC AFFAIRS:

- a. DOE/NV Office of Public Affairs and Information (OPAI) , will coordinate inquiries concerning Project 300 activities, operations, and presence at NTS with the Project 300 public affairs POC.
- b. The Project 300 POC will coordinate through the DOE/NV SOD Project Manager the POC for public affairs issues prior to beginning each scheduled activity at the NTS. The DOE/NV SOD Project Manager will coordinate with the designated DOE/NV OPAI POC.



9. POINTS OF CONTACT:

a. Project 300:

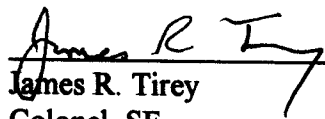
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|---|--|
| 1) MAJ Knowles Atchison<br>Director of Logistics                                | (703) 704-0620   |
| 2) MAJ William Hudson<br>MSG Dan Chavez<br>SFC James Spencer<br>SFC Luis Castro | (703) 704-0621<br>(703) 704-0623<br>(703) 704-0624<br>(703) 704-0625 |

b. DOE:

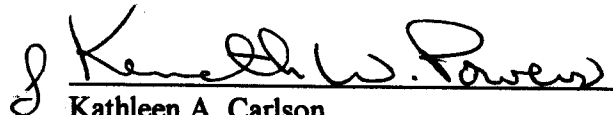
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|-------------------------------------|----------------------|
| 1) DOE/NV SOD Project Manager (POC) | (702) 295-1283 (NTS) |
| 2) DOE/NV SOD Program Manager       | (702) 295-7606 (NTS) |
| 3) DOE/NV SOD Director              | (702) 295-4742 (NTS) |

10. ADMINISTRATION:

- a. Effective Date. This MOU shall become effective upon the latter date of signature of both parties. It shall remain in effect for a 5-year term from the effective date unless otherwise terminated.
- b. Amendments. This MOU may be amended by written agreement between Project 300 and DOE/NV.
- c. Termination. This MOU may be terminated by the mutual written agreement of Project 300 and DOE/NV, or either party upon 60-day written notice to either party.

  
James R. Tirey  
Colonel, SF  
Commander  
Project 300

8/26/99  
DATE

  
Kathleen A. Carlson,  
Manager  
Nevada Operations Office  
Department of Energy

8/5/99  
DATE